

**EQUIPMENT LEASE PURCHASE AGREEMENT: COMMERCIAL**

**LESSOR: AXIS CAPITAL INC**  
**308 NORTH LOCUST STREET**  
**GRAND ISLAND NE 68801**

NAME &amp; ADDRESS OF LESSEE

LEGAL NAME OF LESSEE

5 STAR COMMERCIAL, LLC

ADDRESS

3131 GRAPE ROAD

CITY / STATE / ZIP

MISHAWAKA IN 46545

PERSON TO CONTACT / TELEPHONE NUMBER

MARLIN SCHWARTZ (574) 825-4100

LEASE NO. 929340

CUSTOMER NO. 027237

SUPPLIER OF EQUIPMENT

SUPPLIER OF EQUIPMENT

BURKHART ADVERTISING

ADDRESS

1247 MISHAWAKA AVE

CITY / STATE / ZIP

SOUTH BEND IN 46624

TELEPHONE NUMBER

(574) 234-4444

**DESCRIPTION OF EQUIPMENT LEASED**

DESCRIPTION/ QUANTITY/ SERIAL NUMBER

EQUIPMENT DESCRIPTION: (AND/OR AS DESCRIBED IN INVOICE(S) OR EQUIPMENT LIST ATTACHED HERETO AND MADE A PART HEREOF COLLECTIVELY, THE "EQUIPMENT")

EQUIPMENT LOCATION 3131 GRAPE ROAD, MISHAWAKA, IN 46545

**SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE**

LEASE TERM (MONTHS)	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT	TAX	TOTAL PAYMENT	DOWN PAYMENT (FIRST 1 AND LAST 1)	ADMINISTRATIVE FEES	INITIAL AMOUNT DUE
60	60	\$1,514.13	\$ 105.99	\$1,620.12	\$3,240.24	\$195.00	\$3,435.24

COMMENCEMENT DATE: 5-06-15

SPECIAL PROVISIONS:

**END OF LEASE PURCHASE AGREEMENT**

SEE SECTION #3 END OF LEASE PURCHASE AGREEMENT: TRANSFER OF TITLE TO OR RETURN OF EQUIPMENT (REVERSE) FOR DETAILS. UPON PAYMENT OF THE FINAL RENTAL DUE HEREIN, YOU AGREE TO PURCHASE THE EQUIPMENT FROM US FOR THE AMOUNT INDICATED BELOW, PLUS APPLICABLE TAXES.

**\$101.00**

By execution of this agreement, the undersigned hereby certifies that he/she is authorized by Lessee to approve equipment and to approve, execute and deliver to Lessor an Equipment Lease and such documentation and action covering such equipment as necessary to effectuate and perform such Equipment Lease.

LESSOR: AXIS CAPITAL INC

By:

Name &amp; Title:

Date:

LESSEE: 5 STAR COMMERCIAL, LLC

Signature:

Name &amp; Title:

Date:

The terms and conditions printed on page 2.

**GUARANTY**

Each of the undersigned guarantors will benefit from the lease under this Agreement. For good and valuable consideration, each of the undersigned guarantors (and if more than one, jointly and severally) hereby guarantees the full payment and performance when due of all of Lessee's obligations under this Agreement. Each of the guarantors agrees to pay all reasonable attorney's fees, court costs and other expenses incurred by Lessor by reason of any default by Lessee. This is an absolute and unconditional guaranty and shall not be discharged by the death, incompetency or dissolution of any guarantor or by any other circumstance whatsoever that might otherwise constitute a defense available to, or a discharge of, the Lessee or any guarantor or surety. This guaranty will continue to be effective or reinstated, as applicable, if at any time payment of any part of the obligations under the Agreement is rescinded or otherwise required to be returned by Lessor upon the insolvency, bankruptcy or reorganization of Lessee or upon the appointment of a receiver, trustee or similar officer for Lessee or its assets, all as if the payment to Lessor had not been made, regardless of whether Lessor contested the order requiring return of the payment. Any amounts received by Lessor from whatever source may be applied by it in accordance with the Agreement toward the payment of the obligations under the Agreement; and notwithstanding any payments made by or to the account of the guarantors pursuant to this guaranty, the guarantors shall not be subrogated to any rights of the Lessor until this guaranty is discontinued as to all of the guarantors and the Lessor receives full payment and performance of all Lessee's obligations under the Agreement. As additional collateral a blanket lien will be placed on the assets of the business and each individual guarantor. THIS GUARANTY AND ALL TRANSACTIONS UNDER THIS GUARANTY, AND ALL RIGHTS AND LIABILITIES OF EACH OF THE GUARANTORS, WILL BE DETERMINED AND GOVERNED AS TO VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT BY THE INTERNAL LAWS OF THE STATE OF NEBRASKA. EACH OF THE GUARANTORS AGREES THAT ALL ACTIONS AND PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS GUARANTY MAY BE LITIGATED, AT THE LESSOR'S ELECTION, IN HALL COUNTY NEBRASKA AND EACH OF THE GUARANTORS AGREES THAT ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF NEBRASKA SHALL HAVE PERSONAL JURISDICTION OVER EACH OF THEM. EACH OF THE GUARANTORS AGREES THAT IF ANY ACTION IS BROUGHT TO ENFORCE THIS GUARANTY, HALL COUNTY NEBRASKA SHALL BE A PROPER PLACE FOR THE TRIAL. EACH OF THE GUARANTORS WAIVES ITS RIGHT TO HAVE ANY PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY TRIED BY JURY.

DATE: 5-6-15

PRINTED

NAME: MARLIN SCHWARTZ

SIGNATURE:

DATE:

PRINTED

NAME:

SIGNATURE:

(AS AN INDIVIDUAL)

(AS AN INDIVIDUAL)

THIS IS A NON-CANCELABLE LEASE

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